



agreement and express request that the Court retain continuing jurisdiction of this action to enforce the terms of the Confidential Settlement Agreement and Release. *See, e.g., Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 381-82 (1994) (finding a court's "ancillary jurisdiction" "to manage its proceedings, vindicate its authority, and effectuate its decrees" provides an independent jurisdictional basis to enforce a settlement agreement only if "the parties' obligation to comply with the terms of the settlement agreement has been made part of the order of dismissal"). The Court has considered and approved the Parties' Joint Stipulation of Dismissal Without Prejudice and Order Thereon.

The Parties having so agreed and having requested entry of this Joint Stipulation of Dismissal and Order Thereon, and for good cause shown, it is hereby ORDERED, ADJUDGED and DECREED that the above-captioned action is DISMISSED WITHOUT PREJUDICE pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, except that the Court hereby expressly retains continuing jurisdiction of this matter to enforce the terms of the Confidential Settlement Agreement and Release.

SO ORDERED this 12<sup>th</sup> day of January, 2017.



HON. RICHARD W. STORY

Judge - United States District Court  
Northern District of Georgia

**AGREED TO AND APPROVED FOR ENTRY:**

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